BENGALURU METROPOLITAN TRANSPORT CORPORATION
Central Offices:: Shanthinagar:: Bangalore

Selection of Service Provider for Procurement, Operation and Maintenance of 10 Nos. double decker AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT) Tender No :BMTC/2023-24/SE0280 Dtd.03.02.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Controller of Stores & Purchase, BMTC
3	Chief Accounts Officer, BMTC
4	Chief Civil Engineer, BMTC

Sl No	Companies
1	M/s.OHM Global Moblity Pvt Ltd.,

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0280 Dtd.03.02.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 10 Nos. double decker AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT), documents related to tender terms and conditions are available in the e-procurement portal.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
M/s. OHM Global Mobility Pvt Ltd.,					
1	1.1 & 1.2	10	Number of buses: 10	Request to increase the no. of buses to 50	Adhere to Tender condition, please refer the tender document uploaded on 03.02.2024
2	23.1	21	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of INR. 50000 per bus covering performance obligations and initially valid for a period of 3 years. The Performance BG to be extended uptothe date of completion of the contract period.	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the **annual** contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period

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3	23.2	22	BMTC will be providing a subsidy of Rs. 1,00,00,000/- (Indian Rupes One Crore only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	Kindly request you to consider 20% reduction year on year on the Subsidy Performance Security	Adhere to Tender condition, please refer the tender document uploaded on 03.02.2024
4	3	2	• The battery shall have capacity to operate daily assured kilometers of 150kms at 80% SOC. • Battery power consumption less than 1.6 kwh per kilometer.	• The battery shall have capacity to operate daily assured kilometers of ~~150kms~~120kms at 80% SOC. • Battery power consumption less than ~~1.6~~1.8 kwh per kilometer.	• The battery shall have capacity to operate 120 kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 150km per day is achieved • Battery power consumption less than 1.8 kwh per kilometer.
5	3.2 Battery Life	2	The manufacturers to replace batteries when the state of health (SOH) fall below 80 percent.	~~The manufacturers to replace batteries when the state of health (SOH) fall below 80 percent.~~ Since the Bus operations are under the scope of Bidder and completion of required schedules is under the scope of Bidder and non-completion of schedules will lead to imposition of penalty on Operator. Hence, kindly delete the clause.	As per Manufacturer design
6	3.5.D	3	Minimum Operation Range per bus per day for the first 5 years: Min. Operation Range per bus per day: 150 km in single charge (On actual condition with GVW and AC, 18 hours continuous)	Minimum Operation Range per bus per day ~~for the first 5 years:~~ Min. Operation Range per bus per day: ~~150~~120 km in single charge as per AIS:040 (18 hours ~~continuous~~) with 60 minutes opportunity charging for running 180 km per day)	The battery shall have capacity to operate 120 kms in single charge at 80% SOC and after opportunity charging of 45 minutes at same identified depot , so that assured kms of 150km per day is achieved (On actual condition with GVW and AC)
7	9. Suspension System	3	9.1 Front: Air Suspension	9.1 Front: Air / WavellerSuspension	As per Manufacturer design
8	14.6.G.2	6	Priority seats - minimum 2 seats: Required, location as per BMTC requirement	Kindly request you to consider Priority seats as per CMVR Requirements	Priority seats - to be provided as per AIS 052/CMVR
9	16.6.1.J	8	Clearance space for seated Passenger facing partition (mm): Minimum 350	Clearance space for seated Passenger facing partition (mm): Minimum 300~~350~~	As per AIS-052
10	16.6.1.N	9	Number of seats: Min 65 to 70 seats + driver	Number of seats: Min ~~65 to 70~~60seats + driver	Number of seats: Min 63 + driver

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11	17.1.E	10	Battery cut - off switch (Isolator switch): As per AIS 052. Two nos. one Manual battery cut-off switch (Isolation switch) near batter compartment and another electronic type on driver's dashboard.	Battery cut - off switch (Isolator switch): As per AIS 052. ~~Two~~Onenos. one ~~Manual~~ battery cut-off switch (Isolation switch) ~~near batter compartment and another~~ electronic type on driver's dashboard.	As per Manufacturer design
12	18	10	ITS on bus: 4) VTS/panic button shall be as per AIS 140, Panic button shall be provided in each row of seat on RH and LH.	ITS on bus: 4) VTS/panic button shall be as per AIS 140, Panic button shall be providedas per AIS 140 ~~in each row of seat on RH and LH.~~	As per AIS140
13	19.6	11	Stanchions: Stainless steel tubing 32 mm. dia. Stanchions bottom shall be of fastening ontop of seat frames	Kindly request you to consider the Brushed Steel Tube at Seat Leg	As per Manufacturer design
14	19.11	11	Mirrors right/left side exterior/interior: As per AIS: 001 & 002. Interior with double curvature	Kindly request you to consider Internal camera in place of mirrors	As per Manufacturer design/ AIS052
15	20.2	11	Life cycle requirements of bus: 12 years or 15,00,000 km	Life cycle requirements of bus: 12 years or~~15,00,000~~10,00,000 km	Agreed
16	23	12	**Air circulations and ventilation in driver's area:** Blower motor to be provided in driver cabin. Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment	**Air circulations and ventilation in driver's area:** Blower motor or suitable device (200 mm diameter fan)to be provided in driver cabin. Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of ~~3~~1 – speed adjustment	As per Manufacture design/ AIS052
17	19	4.1.2	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date of this Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have: (a) Registered office in Bengaluru city;	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date of this Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have: (a) Registered/Branch office in Bengaluru city;	Agreed

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
18	87	22.7	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @2.0% of Basic Quoted Rate from 2nd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first one year, there will be no revision for Hiring Charges and any increase in electricity tariff inclusive of energy charges, demand charges FPPPA (Fuel and power purchase price adjustment) will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Adhere to Tender condition, please refer the tender document uploaded on 03.02.2024
19	87	22.7.2	22.7.2 The base rate of electricity as on the date of tender is Rs.4.50/- per unit and Rs.200 per KVA as fixed charges. In case of increase in electricity tariff, in respect of Fixed/Energy charges only it will be borne by Authority and if decreases, the difference amount is to be deducted from bidder and any statutory payment like tax, fuel escalation charges (FEC) shall be borne by bidder only. The power consumption shall be 1.6 kwh per km as per Bus Specification and if the power consumption exceeds 1.6 kwh, the difference power cost shall be borne bidder only.	1. Fuel escalation charges to be borne by the Authority 2. the power consumption shall be 1.8kwh per km for Double decker buses	22.7.2 The base rate of electricity as on the date of tender is Rs.4.50/- per unit and Rs.200 per KVA as fixed charges. In case of increase in electricity tariff, in respect of Fixed/Energy charges only it will be borne by Authority and if decreases, the difference amount is to be deducted from bidder and any statutory payment like tax, fuel escalation charges (FEC) shall be borne by bidder only. The power consumption shall be 1.8 kwh per km as per Bus Specification and if the power consumption exceeds 1.8 kwh, the difference power cost shall be borne bidder only.
20	88,89 &90	Article 23	TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES	Request deletion of Article 23	Adhere to Tender condition, please refer the tender document uploaded on 03.02.2024
21	97	27.1.3	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, 3 months estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender condition, please refer the tender document uploaded on 03.02.2024
22			Schedule L MAINTENANCE DEPOTS EQUIPMENT (This is in addition to the specific equipments required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	The depot will be handed over in as is where is condition and any additonal maintenance equipments to be maintained as per OEM maintenace practise.

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	Vol	**Clause No.**	**As per tender documents**	**to be read as**	
	MSA	Force Majeure 29.3h	Any event or curcumstances of a nature analogues to any of the foregoing.	Clause h to be read as Clause i	
		Force Majeure 29.3h	New Clause added	h. The imposition, by any Government instrumentality, of any lockdowns, curfews or mandatory who are quarantine rules arising out of the occurrence of any Non-political event or otherwise, which prevents the manufacture, procurment and delivery of the buses, of the Fit-out works at the maintenance depots or fullfilment of the operations and maintenance obligations of the operator for an aggregates period exceeding 7 (seven) days in an Accounting year; or	

CME, BMTC

CTM(O), BMTC

CAO, BMTC 15/12/24

COSP, BMTC

CCE, BMTC